

**UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION**

IN RE:

Helen Romania Elder

Case No. 6:17-bk-04240-ABB  
Chapter 13Debtor(s).  
\_\_\_\_\_ /

**[ 2<sup>nd</sup> AMENDED] CHAPTER 13 PLAN**

**A. NOTICES.**

**Debtor<sup>1</sup> must check one box on each line to state whether or not the Plan includes each of the following items. If an item is checked as "Not Included" or if both boxes are checked, the provision will be ineffective if set out later in the Plan.**

A limit on the amount of a secured claim based on a valuation which may result in a partial payment or no payment at all to the secured creditor. A separate motion will be filed.	Included <input type="checkbox"/>	Not Included <input type="checkbox"/> X
Avoidance of a lien or security interest. A separate motion will be filed.	Included <input type="checkbox"/>	Not Included <input type="checkbox"/> X
Nonstandard provisions, set out in Section E.	Included <input type="checkbox"/>	Not Included <input type="checkbox"/> X

- B. MONTHLY PLAN PAYMENTS.** Plan payments include the Trustee's fee of 10% and shall begin 30 days from petition filing/conversion date. Debtor shall make payments to the Trustee for the period of 60 months. If the Trustee does not retain the full 10%, any portion not retained will be disbursed to allowed claims receiving payments under the Plan and may cause an increased distribution to the unsecured class of creditors.

\$ 163.02 from month 1 through 3.\$ 1676 from month 4 through 60.

\$ \_\_\_\_\_ from month \_\_\_\_\_ through \_\_\_\_\_.

**C. PROPOSED DISTRIBUTIONS.**

<sup>1</sup> All references to "Debtor" include and refer to both of the debtors in a case filed jointly by two individuals.

**1. ADMINISTRATIVE ATTORNEY'S FEES.**Base Fee \$ 4500 Total Paid Prepetition \$ 1190 Balance Due \$ 3310MMM Fee \$ 2500 Total Paid Prepetition \$ 0 Balance Due \$ 2500Monitoring Fee: \$ 50 /Month after Confirmation estimated in month 7 of Plan

Estimated Additional Fees Subject to Court Approval \$ \_\_\_\_\_

Attorney's Fees Payable Through Plan at \$ 102 Monthly (subject to adjustment).**2. DOMESTIC SUPPORT OBLIGATIONS (as defined in 11 U.S.C. §101(14A)).**

Acct. No.	Creditor	Total Claim Amount

**3. PRIORITY CLAIMS (as defined in 11 U.S.C. § 507).**

Last Four Digits of Acct. No.	Creditor	Total Claim Amount

**4. TRUSTEE FEES.** From each payment received from Debtor, the Trustee shall receive a fee, the percentage of which is fixed periodically by the United States Trustee.

**5. SECURED CLAIMS.** Pre-confirmation payments allocated to secured creditors under the Plan, other than amounts allocated to cure arrearages, shall be deemed adequate protection payments. The Trustee shall disburse adequate protection payments to secured creditors prior to confirmation, as soon as practicable, if the Plan provides for payment to the secured creditor, the secured creditor has filed a proof of claim or Debtor or Trustee has filed a proof of claim for the secured creditor under § 501(c), and no objection to the claim is pending. If Debtor's payments under the Plan are timely paid, payments to secured creditors under the Plan shall be contractually paid on time.

(a) **Claims Secured by Debtor's Principal Residence Which Debtor Intends to**

**Retain/Mortgage Payments and Arrears, if any, Paid Through the Plan.** If the Plan provides for curing prepetition arrearages on a mortgage on Debtor's principal residence, Debtor will pay, in addition to all other sums due under the proposed Plan, all regular monthly postpetition mortgage payments to the Trustee as part of the Plan. These mortgage payments, which may be adjusted up or down as provided for under the loan documents, are due beginning the first due date after the case is filed and continuing each month thereafter. The Trustee shall pay the postpetition mortgage payments for Debtor's principal residence on the following mortgage claims.

Last Four Digits of Acct. No.	Creditor	Collateral Address	Regular Monthly Payment	Gap Payment	Arrears
XXXX ** Debtor has no information about this loan	Chase	1348 Crawford Dr, Apopka, FL 32703	\$50	N/A	N/A
XXXX	Bank of America	1348 Crawford Dr, Apopka, FL 32703	N/A	N/A	\$2,195.16

**(b) Claims Secured by Real Property Other Than Debtor's Principal Residence Which Debtor Intends to Retain/ Mortgage Payments and Arrears, if any, Paid Through the Plan.** If the Plan provides to cure prepetition arrearages on a mortgage, Debtor will pay, in addition to all other sums due under the proposed Plan, all regular monthly postpetition mortgage payments to the Trustee as part of the Plan. These mortgage payments, which may be adjusted up or down as provided for under the loan documents, are due beginning the first due date after the case is filed and continuing each month thereafter. The Trustee shall pay the postpetition mortgage payments on the following mortgage claims.

Last Four Digits of Acct. No.	Creditor	Collateral Address	Regular Monthly Payment	Gap Payment	Arrears

**(c) Claims Secured by Real Property/Debtor Intends to Seek Mortgage**

**Modification.** If Debtor obtains a modification of the mortgage, the modified payments shall be paid through the Plan. Pending the resolution of a mortgage modification request, Debtor shall make the following adequate protection payments to the Trustee: (1) for *homestead* property, the lesser of 31% of gross monthly income of Debtor and non-filing spouse, if any (after deducting homeowners association fees), or the normal monthly contractual mortgage payment; or (2) for *non-homestead*, income-producing property, 75% of the gross rental income generated from the property.

Last Four Digits of Acct. No.	Creditor	Collateral Address	Adequate Protection Payment
XXXX	Bank of America	1348 Crawford Dr, Apopka, FL 32703	\$731.72 (31%)

(d) **Claims Secured by Real Property or Personal Property to Which Section 506 Valuation APPLIES.** Under 11 U.S.C. § 1322 (b)(2), this provision does not apply to a claim secured solely by Debtor's principal residence. **A separate motion to determine secured status or to value the collateral must be filed.** The secured portion of the claim, estimated below, shall be paid.

Last Four Digits of Acct. No.	Creditor	Collateral Description/ Address	Claim Amount	Value	Payment Through Plan	Interest Rate

(e) **Claims Secured by Real Property and/or Personal Property to Which Section 506 Valuation DOES NOT APPLY Under the Final Paragraph in 11 U.S.C. § 1325(a).** The claims listed below were either: (1) incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of Debtor; or (2) incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value. These claims will be paid in full under the Plan with interest at the rate stated below.

Last Four Digits of Acct. No.	Creditor	Collateral Description/ Address	Claim Amount	Payment Through Plan	Interest Rate
1501	McCoy FCU	2015 Altima	\$22,279.00	\$425.55	5.5%

(f) **Claims Secured by Real or Personal Property to be Paid with Interest Through the Plan under 11 U.S.C. § 1322(b)(2).** The following secured claims will be paid in full under the Plan with interest at the rate stated below.

Last Four Digits of Acct. No.	Creditor	Collateral Description/ Address	Claim Amount	Payment Through Plan	Interest Rate

(g) **Claims Secured by Personal Property – Maintaining Regular Payments and Curing Arrearage, if any, with All Payments in Plan.**

Last Four Digits of Acct. No.	Creditor	Collateral Description	Regular Contractual Payment	Arrearage

(h) **Secured Claims Paid Directly by Debtor.** The following secured claims are being made via automatic debit/draft from Debtor's depository account and are to continue to be paid directly to the creditor or lessor by Debtor outside the Plan via automatic debit/draft. The automatic stay is terminated *in rem* as to Debtor and *in rem* and *in personam* as to any codebtor as to these creditors and lessors upon the filing of this Plan. Nothing herein is intended to terminate or abrogate Debtor's state law contract rights.

Last Four Digits of Acct. No.	Creditor	Property/Collateral

(i) **Liens to be Avoided Pursuant to 11 U.S.C. § 522 or Stripped Off Pursuant to 11 U.S.C. § 506.** A separate motion to avoid a lien under § 522 or to determine secured status and to strip a lien under § 506 must be filed.

Last Four Digits of Acct. No.	Creditor	Collateral Description / Address

(j) **Surrender of Collateral/Property that Secures a Claim.** Debtor will surrender the following collateral/property. The automatic stay under 11 U.S.C. Sections 362(a) and 1301(a) is terminated *in rem* as to Debtor and *in rem* and *in personam* as to any codebtor as to these creditors.

Last Four Digits of Acct. No.	Creditor	Collateral/Property Description/Address

(k) **Secured Claims That Debtor Does Not Intend to Pay.** Debtor does not intend to make payments to the following secured creditors. The automatic stay is terminated *in rem* as to Debtor and *in rem* and *in personam* as to any codebtor with respect to these creditors. Debtor's state law contract rights and defenses are neither terminated nor abrogated.

Last Four Digits of Acct. No.	Creditor	Collateral Description/Address

6. **LEASES / EXECUTORY CONTRACTS.** As and for adequate protection, the Trustee shall disburse payments to creditors under leases or executory contracts prior to confirmation, as soon as practicable, if the Plan provides for payment to creditor/lessor, the creditor/lessor has filed a proof of claim or Debtor or Trustee has filed a proof of claim for the secured creditor/lessor under § 501(c), and no objection to the claim is pending. If Debtor's payments under the Plan are timely paid, payments to creditors/lessors under the Plan shall be deemed contractually paid on time.

(a) **Assumption of Leases/Executory Contracts for Real or Personal Property to be Paid and Arrearages Cured Through the Plan.** Debtor assumes the following leases/executory contracts and proposes the prompt cure of any prepetition arrearage as follows.

Last Four Digits of Acct. No.	Creditor/Lessor	Description of Leased Property	Regular Contractual Payment	Arrearage and Proposed Cure

**(b) Assumption of Leases/Executory Contracts for Real or Personal Property to be Paid Directly by the Debtor.** Debtor assumes the following lease/executory contract claims that are paid via automatic debit/draft from Debtor's depository account and are to continue to be paid directly to the creditor or lessor by Debtor outside the Plan via automatic debit/draft. The automatic stay is terminated *in rem* as to Debtor and *in rem* and *in personam* as to any codebtor as to these creditors and lessors upon the filing of this Plan. Nothing herein is intended to terminate or abrogate Debtor's state law contract rights.

Last Four Digits of Acct. No.	Creditor/Lessor	Property/Collateral

**(c) Rejection of Leases/Executory Contracts and Surrender of Real or Personal Leased Property.** Debtor rejects the following leases/executory contracts and will surrender the following leased real or personal property. The automatic stay is terminated *in rem* as to Debtor and *in rem* and *in personam* as to any codebtor as to these creditors and lessors upon the filing of this Plan.

Last Four Digits of Acct. No.	Creditor/Lessor	Property/Collateral to be Surrendered

**7. GENERAL UNSECURED CREDITORS.** General unsecured creditors with allowed claims shall receive a *pro rata* share of the balance of any funds remaining after payments to the above referenced creditors or shall otherwise be paid under a subsequent Order Confirming Plan. The estimated dividend to unsecured creditors shall be no less than \$\_\_pro rata\_\_.

**D. GENERAL PLAN PROVISIONS:**

1. Secured creditors, whether or not dealt with under the Plan, shall retain the liens securing such claims.
2. Payments made to any creditor shall be based upon the amount set forth in the creditor's proof of claim or other amount as allowed by an Order of the Bankruptcy Court.



3. If Debtor fails to check (a) or (b) below, or if Debtor checks both (a) and (b), property of the estate shall not vest in Debtor until the earlier of Debtor's discharge or dismissal of this case, unless the Court orders otherwise. Property of the estate
  - (a) \_\_\_\_\_ shall not vest in Debtor until the earlier of Debtor's discharge or dismissal of this case, unless the Court orders otherwise, or
  - (b) \_\_\_\_\_ shall vest in Debtor upon confirmation of the Plan.
4. The amounts listed for claims in this Plan are based upon Debtor's best estimate and belief and/or the proofs of claim as filed and allowed. Unless otherwise ordered by the Court, the Trustee shall only pay creditors with filed and allowed proof of claims. An allowed proof of claim will control, unless the Court orders otherwise.
5. Debtor may attach a summary or spreadsheet to provide an estimate of anticipated distributions. The actual distributions may vary. If the summary or spreadsheet conflicts with this Plan, the provisions of the Plan control prior to confirmation, after which time the Order Confirming Plan shall control.
6. Debtor shall timely file all tax returns and make all tax payments and deposits when due. (However, if Debtor is not required to file tax returns, Debtor shall provide the Trustee with a statement to that effect). For each tax return that becomes due after the case is filed, Debtor shall provide a complete copy of the tax return, including business returns if Debtor owns a business, together with all related W-2s and Form 1099s, to the Trustee within 14 days of filing the return. Unless otherwise ordered, consented to by the Trustee, or ordered by the Court, Debtor shall turn over to the Trustee all tax refunds in addition to regular Plan payments. Debtor shall not instruct the Internal Revenue Service or other taxing agency to apply a refund to the following year's tax liability. Debtor shall spend no tax refunds without first having obtained the Trustee's consent or court approval.

**E. NONSTANDARD PROVISIONS as Defined in Federal Rule of Bankruptcy Procedure 3015(c).** Note: Any nonstandard provisions of this Plan other than those set out in this section are deemed void and are stricken.

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**CERTIFICATION**

**By filing this document, the Attorney for Debtor, or Debtor, if not represented by an attorney, certifies that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in the model Plan adopted by this Court, and that this plan contains no additional or deleted wording or nonstandard provisions other than any nonstandard provisions included in Section E.**

**SIGNATURE(S):**

Debtors

/s/ Helen Elder

Date 09/15/2017

\_\_\_\_\_

Date \_\_\_\_\_

Debtors' Attorney

/s/ Wayne B. Spivak

Date 09/15/2017

[illegible]

[illegible]

**UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION**

In Re:

Case No. 6:17-bk-04240  
Chapter: 13

Helen Romania Elder

Debtor (s).

**CERTIFICATE OF SERVICE FOR 2<sup>nd</sup> AMENDED CHAPTER 13 PLAN**

COMES NOW, the undersigned counsel hereby certifies that copies of the 2<sup>nd</sup> Amended Chapter 13 Plan have been furnished by regular U.S. Mail or electronically via ECF to Laurie K Weatherford, PO Box 3450, Winter Park, FL 32790; United States Trustee, George C Young Federal Building, 400 West Washington Street, Suite 1100, Orlando, FL 32801, Debtor Helen Romania Elder, 1348 Crawford Drive, Apopka, FL 32703; and to all parties on the attached creditor matrix, this 15th of September, 2017.

By: /s/ Wayne B. Spivak  
Wayne B. Spivak, Esq.  
Florida Bar No. 38191  
Justin Clark & Associates, PLLC  
Attorney for Debtor  
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Maitland, FL 32751  
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Label Matrix for local noticing  
113A-6  
Case 6:17-bk-04240-ABB  
Middle District of Florida  
Orlando  
Fri Sep 15 10:10:57 EDT 2017

Bank of America  
c/o Albertelli Law  
PO Box 23028  
Tampa, FL 33623-2028

ERC/Enhanced Recovery Corp  
8014 Bayberry Rd  
Jacksonville, FL 32256-7412

(p)GOLD KEY CREDIT INC  
PO BOX 15670  
BROOKSVILLE FL 34604-0122

M J Altman Companies I  
Po Box 3070  
Ocala, FL 34478-3070

Mccoy Federal Credit U  
1900 Mccoy Rd  
Orlando, FL 32809-7896

Safco  
5900 Lake Ellenor Dr  
Orlando, FL 32809-4643

Synchrony Bank/ JC Penneys  
Attn: Bankruptcy  
Po Box 956060  
Orlando, FL 32896-0001

United States Trustee - ORL7/13 7+  
Office of the United States Trustee  
George C Young Federal Building  
400 West Washington Street, Suite 1100  
Orlando, FL 32801-2210

Note: Entries with a '+' at the end of the  
name have an email address on file in CMECF

Helen Romania Elder  
1348 Crawford Drive  
Apopka, FL 32703-3600

Calvin Elder Sr.  
1267 Alston Bay Blvd.  
Apopka, FL 32703-8456

Fingerhut  
6250 Ridgewood Rd  
St Cloud, MN 56303-0820

Internal Revenue Service  
Post Office Box 7346  
Philadelphia PA 19101-7346

Mariner Finance  
8211 Town Center Dr  
Nottingham, MD 21236-5904

Orange County Tax Collector  
PO Box 545100  
Orlando FL 32854-5100

Southern Auto Finance Company  
6700 N. Andrews Ave., Ste. 500  
Ft. Lauderdale, FL 33309-2199

Think Cash First Bk of Delaware  
Attn: Customer Support  
Po Box 37727  
Philadelphia, PA 19101-5027

Wayne B Spivak +  
Attorneys Justin Clark & Associates PLLC  
500 Winderley Place, Unit 100  
Maitland, FL 32751-7406

McCoy Federal Credit Union  
c/o Andrew W. Houchins  
Post Office Box 3146  
Orlando, FL 32802-3146

Dr Leonards/Carol Wright Gifts  
Po Box 7821  
Edison, NJ 08818-7821

Florida Department of Revenue  
Bankruptcy Unit  
Post Office Box 6668  
Tallahassee FL 32314-6668

JP Morgan Chase Bank  
780 Kansas Lane  
Suite A  
Monroe, LA 71203-4774

McCoy Federal Credit Union  
c/o Andrew W. Houchins, Esquire  
P.O. Box 3146  
Orlando, FL 32802-3146

Orlando FCU  
1117 S Westmoreland Dr  
Orlando, FL 32805-3866

Sunbelt Credit  
181 Security Pl  
Spartanburg, SC 29307-5450

Laurie K Weatherford +  
Post Office Box 3450  
Winter Park, FL 32790-3450

Andrew W Houchins +  
Rush Marshall Jones and Kelly  
PO Box 3146  
Orlando, FL 32802-3146

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Gold Key Credit  
Attn: Bankruptcy  
Po Box 15670  
Brooksville, FL 34604

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u) Arthur B. Briskman  
Orlando

End of Label Matrix	
Mailable recipients	27
Bypassed recipients	1
Total	28